

University of California, Riverside

Request for Qualifications for
Project / Construction Management Staff Augmentation Services

Student Health & Counseling Center

Project Number 950578

April 26, 2022

Advertisement Date: April 26, 2022 – May 10, 2022

Document Issue Date: April 26, 2022

Last day for Questions: May 4, 2022, 12:00 PM

Notice of Intent Request by: May 4, 2022, 12:00 PM

RFQ Submittal Due by: May 11, 2022, 12:00 PM

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I. ADVERTISEMENT FOR PROJECT / CONSTRUCTION MANAGEMENT STAFF AUGMENTATION SERVICES

The University of California, Riverside (UCR) Planning, Design, & Construction (PDC) invites the submission of Qualification documents from experienced consultants to provide project / construction management staff augmentation services for the design and construction of Student Health & Counseling Center. This project was delivered via the Design-Build method and this RFQ is for on-going services related to the Design and Construction Phases of the project.

- The University desires to retain the services of one consulting firm, and will utilize the consultant services for the above-mentioned project.
- Staff augmentation services will be provided under a Professional Services Agreement (PSA).
- The University will assign work via Work Authorizations. Work Authorizations will approve work for project / construction management services for the "Project".

The complete RFQ packet will be available (in electronic format only) on **April 26, 2022, at 12:00 PM**. To receive a copy of the RFQ Documents, **email** the RFQ Administrator listed below.

RFQ Administrator:

Betty Osuna

UCR Contracts Administration

Email: betty.osuna@ucr.edu

Or download directly from: <https://pdc.ucr.edu/business-opportunities/design-professionals-consultants>

Every effort will be made to ensure that all persons, regardless of race, religion, sex, color, ethnicity and national origin have equal access to contracts and other business opportunities with the University. Each candidate firm will be required to show evidence of its equal employment opportunity policy.

The University reserves the right to reject any or all responses to this RFQ and to waive non-material irregularities in any response received. The execution of an Agreement with any firm selected pursuant to this advertisement may be contingent upon pending University approvals, including but not necessarily limited to the approval of the University's Board of Regents to commence the Preliminary Plans Phase ("P-phase") of project implementation.

All information submitted for evaluation will be considered official information acquired in confidence, and the University will maintain its confidentiality to the extent permitted by law.

Originally Published: April 26, 2022 – May 10, 2022

II. PROJECT INFORMATION AND REQUIREMENTS

A. BACKGROUND

UC Riverside (UCR) takes pride in advancing and communicating knowledge through research and creative activity; developing and inspiring tomorrow's leaders; and transforming communities. UCR offers over 100 undergraduate degree programs, 61 master's degree programs, and 47 Ph.D. programs. With approximately 24,000 students the student body is among the most diverse in the nation. Nearly 60% of UCR undergraduate students are the first in their families to pursue college degrees.

The 1,127-acre UCR campus is located three miles east of downtown Riverside and is bisected by the I-215/SR-60 freeway. The 616 acres east of the freeway include the undergraduate academic core and most of the existing campus facilities; the 511 acres west of the freeway includes the agriculture research fields and support facilities, a large parking lot, administrative facilities, and University Extension.

B. INDIVIDUAL PROJECT DESCRIPTIONS

Student Health & Counseling Center :

The Student Health and Counseling Center project consists of a new building on the UCR campus, anticipated to be approximately two to three stories in height. The proposed SHCC building will be located south of Linden Street,

between Aberdeen Drive and Pentland Way, on the western portion of Parking Lot 21.

The SHCC consists of the following programs:

1. Student Health Services
 - a. Provides primary care services to students, and includes an urgent care center, full-service laboratory, pharmacy, psychiatry and radiology.
 - b. Counseling and Psychological Services (CAPS), Provides mental health services to the undergraduate and graduate student population, including counseling, individual, couples and group therapy, crisis consultation, outreach and education.
2. The Well
 - a. UCR's student well-being and health promotion department provides education, trainings, resources, and programming for students in a variety of health and wellness topics
3. Student Affairs Case Management (SACM).
 - a. Provides resources, linkage, education, and expertise to students dealing with academic, mental health, food insecurity, or other stressful issues.
4. Health and Psychological Student Services (HAPSS) and Quality Administrative Offices
 - a. Provides administrative support to SHCC, in areas such as budgetary management, compliance, quality control, and clinic operations.

This project will serve a variety of students, focused on a student-centered campus with flexibility and convenience to support and enhance the academic experience. The University envisions that the project will support excellence in education as outlined in UCR's *Strategic Plan* for a growing student population. This will be accomplished by providing high-quality spaces, and by providing opportunities for enrichment and engagement.

UCR's Office of Planning, Design & Construction (PDC) is currently delivering this project using the Design-Build form of procurement, and desires to retain a project / construction management consultant as an augmentation of UCR PDC staff assigned to lead the project.

C. EXPERIENCE REQUIREMENTS

- Demonstrated experience in project management of complex projects employing Best Value Design-Build delivery from early phases through construction;
- Familiarity with Progressive Design-Build
- Experience managing preparation of design-build procurement documents (I.E.; Programming, Basis of Design, Technical Criteria Documents, etc.), developing and articulating project performance criteria and establishing clear goals & documentation for a Design-Build project delivery
- Preparations and management of a Design-Build competitive bid process
- Experience with multiphase, fast track construction delivery
- Project management of higher education instructional facilities of various sizes, types and complexity.
- Project management of higher education instructional facility projects having a construction cost greater than \$30,000,000
- Experience with Best Value selection process, as administered by the UC system
- Familiarity with University of California (UC) contracts, UC project approval process and other UC requirements
- Familiarity with California Public Contract Code
- Familiarity with California Environmental Quality Act (CEQA) as applicable to the development of large-scale capital improvements projects, especially within the design-build process
- Experience managing and administrating project budgets, schedules, scope through the various contracts necessary to complete the project

The successful consultant must commit to providing a lead professional to lead the consultant's team and to be the consultant's prime representative to the UC Riverside office of Planning, Design & Construction throughout the duration of consultant's services.

Only firms with established Southern California offices will be considered.

The consultant organization and its staff proposed to provide the requested services will demonstrate the breadth and depth of experience required, as well as the appropriate team to support UCR on a variety of levels -- high-level strategy as well as contracting & procurement expertise within the UC-system is of great value.

Other highly desirable experience is a key understanding of sophisticated project delivery mechanisms, specifically including Design-Build, experienced and proactive project planning for that delivery method, and strong expertise in Lean Construction Management and the principles of Integrated or "Best Value" Project Delivery and Progressive Design Build.

The ideal consultant will have a depth of resources with appropriate levels of experience, and will work to augment, bolster, and provide support for UCR's professional internal Project Management and Contracts staff, to form a seamless and integrated project delivery team.

D. SCOPE OF SERVICES

The following staff roles / functions are required to be available as part of the Consultant's team, but their use will be determined and approved by the PDC team:

1. Principal / Project Executive
2. Senior Project / Construction Manager (prime contact)
3. Project Estimator
4. Project Scheduler
5. Contract Administrator
6. Project Administrator/Support

Note: Not all roles will be needed across all project phases.

E. GENERAL SCHEDULE

Scope duration is anticipated to be approximately as follows:

Construction Documents: 3-5 months

Construction: 12-18 months

F. CONTRACT REQUIREMENTS

1. All consulting services to be provided by the consultant shall be in accordance with the issued University Contract Documents. University Standard Form of Professional Services Agreement (PSA).
2. University requires evidence of insurance coverage: general liability, automobile liability, and worker's compensation. If consultant does not currently have coverage in accordance with University requirements, listed below, documentation shall be submitted indicating that such coverage will be in place prior to execution of the Consultant Agreement.

Commercial Form General Liability Insurance* - Limits of Liability Minimum Requirement

Each Occurrence - Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000

Business Automobile Liability Insurance* - Limits of Liability Minimum Requirement

Each Accident - Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000
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Workers' Compensation and Employer's Liability** Minimum Requirement

Workers' Compensation: (as required by Federal and State of California law)

Employer's Liability:

Each Employee	\$1,000,000
Each Accident	\$1,000,000
Each Policy	\$1,000,000

Professional Liability Insurance* – Limits of Liability Minimum Requirement

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

*This insurance must be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Further, the deductible, or retained limit, for each coverage shall not be more than \$100,000.

**This insurance must be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's); or (ii) that are acceptable to the University.

3. Selected firm shall provide evidence of an Equal Employment Opportunity policy, and its compliance with applicable federal law pertaining to Equal Employment Opportunity.

III. RFQ SUBMITTAL PROCESS

A. SCHEDULE FOR SCREENING AND SELECTION OF CONSULTANTS

In accordance with established University procedures, UC Riverside will review all submittals in response to the RFQ and will select the most qualified firm for the listed project.

The complete RFQ packet will be available (in electronic format only) on April **26, 2022, at 12:00**

PM. To receive a copy of the RFQ Documents, **email** the RFQ Administrator listed below.

RFQ Administrator:

Betty Osuna UCR Contracts Administration

Email: betty.osuna@ucr.edu

Or download directly from: <https://pdc.ucr.edu/business-opportunities/design-professionals-consultants>

RFQ Qualification Submittals must be received on or before 12:00 PM, on Wednesday, May 11, 2022.

Submittals must be submitted in electronic format on a CD or flash drive, in PDF format at the address below. No paper copies requested. Email, fax and any other form of submission will not be accepted other than what is stated in this Section A. Firms that meet the screening criteria may be invited for an in-person interview. Please address submittals to:

Attn: Contracts Administration, Betty Osuna
Planning, Design, & Construction
UNIVERSITY OF CALIFORNIA, RIVERSIDE
1223 University Avenue, Suite 240
Riverside, CA 92507

**Include the RFQ Name on the outside of your envelope*

A map of the Campus is available at: <http://www.parking.ucr.edu/services/Inside.pdf>.

LATE SUBMISSIONS, FOR ANY REASON, WILL NOT BE ACCEPTED.

All material submitted becomes the property of UCR and will not be returned to submitting firm.

1. Questions may be addressed by email to Betty Osuna at betty.osuna@ucr.edu. The last day questions will be received will be Thursday, April 27, 2022, 12:00 PM.
2. It is requested, but not mandatory, that firms interested in responding to this RFQ, contact the RFQ Administrator by email and inform of their intent to do so. Please reference the RFQ name in the subject line of the email in the Notice of Intent.

B. SELECTION PROCESS

The selection process will proceed as follows:

1. The University Screening Committee will evaluate each RFQ Submittal and will rank the prospective firms based on the criteria provided in the RFQ Questionnaire & Submittal Form (Attachment A).
2. The highest ranked firms will be recommended to the Selection Committee. The Selection Committee will review the finalists and make a recommended selection to the Associate Vice Chancellor / Campus Architect for review and approval.

3. After review of the submittals the University may, or may not, schedule interviews or request detailed proposals from one (or more) firms prior to making a final selection.
4. If the University receives submissions from fewer than three qualified firms, the University may select from the available qualified firms.

C. NEGOTIATION AND AWARD OF CONTRACT

1. The University will negotiate a contract with the best ranked qualified firm for services at compensation that the University determines as fair and reasonable.
2. Negotiations shall begin within 5 days after the successful firm has been notified of its selection, unless the written notice provides that additional time is necessary to begin negotiations.
3. The University and firm shall work together to ensure the successful delivery of the requested services in a timely fashion.
4. In the event an impasse is reached in negotiations, the University may terminate negotiations and enter into negotiations with the next qualified firm, in the same manner as prescribed below.
 - a. Should the University be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the University determines to be fair and reasonable, negotiations with that firm shall be formally terminated in writing by the University.
 - b. The University shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the University shall terminate negotiations in writing. The University shall then undertake negotiations with the third most qualified firm.
 - c. Should the University be unable to negotiate a satisfactory contract with any of the selected firms, the University shall select additional firms in order of their competence and qualification and continue negotiations in accordance with these Instructions until an agreement is reached.
 - d. Upon the completion of negotiations, the University and the firm shall proceed to execute a contract. The University shall provide the firm the contract within 45 days after the conclusion of negotiations, unless the University notifies the firm that additional time is necessary to complete the contract.
 - e. If the selected firm fails to execute the contract within 14 days of receipt, the University may formally terminate the negotiations with that firm in writing and undertake negotiations with the second most qualified firm and so on as previously described above.

ATTACHMENT A: RFQ QUESTIONNAIRE & SUBMITTAL FORM

PLEASE FIND THE QUESTIONNAIRE AND FORMS ON THE SUBSEQUENT PAGES. WHERE NECESSARY, COPY THE FORMS IN THIS PACKAGE. USE ONLY THESE FORMS.

SUBMIT ONE ELECTRONIC FILE ON TRANSFERABLE MEDIA NO LATER THAN THE RFQ DEADLINE.

Attachment A
RFQ QUESTIONNAIRE & SUBMITTAL FORM

For
**Request for Qualifications for
Project / Construction Management
Staff Augmentation Services**

FOR THE
Student Health & Counseling Center
UNIVERSITY OF CALIFORNIA, RIVERSIDE
(April 26, 2022)

SUBMITTED BY:

(Company Name. If a Joint Venture, state name of JV Entity)

Type of Organization: Sole Proprietor/Individual Partnership
 Joint Venture
 Corporation

(State of Incorporation)

(Contact Name & Title)

(Street Address)

(City, State, Zip Code)

(Telephone Number) (Facsimile Number)

(E-mail)

Each prospective firm must answer all of the following questions and provide all requested information.

All information submitted for prequalification evaluation in response to Section 2, if applicable, and marked as "confidential" will be considered official information acquired in confidence, and the University of California will maintain its confidentiality unless (1) the University determines that it is required to release the information to a third party pursuant to the requirements of the California Public Records Act or (2) the University is required by court order to release the information to a third party pursuant to the requirements of the California Public Records Act. In the event that the University receives a request pursuant to the California Public Records Act and the University determines that it is required to disclose information marked "confidential" by the provisions of the California Public Records Act, the University will notify the prospective firm of the pending disclosure at least 72 hours prior to such disclosure so that the prospective firm may seek a restraining order in advance of such disclosure. The University shall err on the side of transparency and will generally treat information provided by the prospective firm that is not marked "confidential" as subject to disclosure pursuant to the California Public Records Act. Likewise, any decision by the University that any document is subject to disclosure pursuant to the California Public Records Act shall not prevent the University from making a subsequent determination that any document is not subject to disclosure pursuant to the California Public Records Act.

All other information submitted for evaluation will be considered official information acquired in confidence, and the University will maintain its confidentiality to the extent permitted by law.

1. SURVEY (Information Only) How did you hear about this RFQ?

- UCR Website
- Other: _____

2. INSURER (Pass/Fail Section) Failure to provide the required information or check boxes marked as “Pass” will result in the rejection of submitting entity from this Qualification.

Prospective firm shall obtain and submit the Insurance Declaration in the form shown below, or submit a sample certificate of insurance form from its insurer, or submit a letter that declares the same as the Insurance Declaration, signed by an authorized representative of its insurer on the representative’s or insurer’s letterhead. (If more than one insurer or insurance representative, submit a completed form or sample certificate of insurance form or letter for each).

2.1 Is the firm able to obtain insurance in the following limits for the required coverages?

YES (PASS) NO (FAIL)

<u>Commercial Form General Liability Insurance* - Limits of Liability</u>	<u>Minimum Requirement</u>
Each Occurrence - Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000

<u>Business Automobile Liability Insurance* - Limits of Liability</u>	<u>Minimum Requirement</u>
Each Accident - Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000

<u>Workers’ Compensation and Employer’s Liability**</u>	Minimum Requirement
Workers’ Compensation:	(as required by Federal and State of California law)
Employer’s Liability:	
Each Employee	\$1,000,000
Each Accident	\$1,000,000
Each Policy	\$1,000,000

<u>Professional Liability Insurance* – Limits of Liability</u>	<u>Minimum Requirement</u>
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

*This insurance must be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Further, the deductible, or retained limit, for each coverage shall not be more than \$100,000.

**This insurance must be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's); or (ii) that are acceptable to the University.

2.2 Insurance Declaration:

PROVIDE THIS DECLARATION TO YOUR INSURANCE CARRIER FOR COMPLETION AND HAVE YOUR CARRIER RETURN THE COMPLETED DECLARATION TO YOU. THE PROSPECTIVE FIRM MUST SUBMIT THIS DECLARATION TO UNIVERSITY. DO NOT HAVE YOUR CARRIER SUBMIT THIS DECLARATION DIRECTLY TO THE UNIVERSITY

The undersigned declares under penalty of perjury that the below named insurer is currently willing to provide the insurance listed above in Section 3.A. of this RFQ/RFP Qualification submittal

_____ (Name of Prospective Firm)

and that this Declaration was executed in

_____, in the State of _____,

_____, _____ (State)

on _____ (Name of City if within a City, otherwise Name of County)

_____ (Date)

(Signature)

(Name & Title)

(Insurer Name)

(Street Address)

(City, State & Zip Code)

(Telephone Number)

(Facsimile Number)

(Mobile Number)

(Email)

3. EXPERIENCE SUBMITTAL (100 points possible)

A. Prospective firm shall submit the following information in the specified order:

Section 1, Cover Letter (10 points possible).

The Cover Letter should introduce the team and serve as the Executive Summary to convey firm's qualifications and distinguished accomplishments. Including a brief history of the firm, including:

- 1) Number of years in business.
- 2) Number of employees.
- 3) Person(s) who will be the principal-in-charge and responsible for oversight for duration of the work.
- 4) Office that will be assigned.

Section 2, Project Team and Qualifications (40 points possible).

- 1) Team Organization Chart.
- 2) Explain the role of each individual and explain how the individual's past experience applies to his/her role and services for this Project as described in the RFQ.
- 3) Describe the Team's, or Team members', experience in working together on past projects similar to this Project.
- 4) Resumes for each team member. Resumes should show experience applicable to this Project and relevant licenses.

Section 3: Describe relevant project experience (30 points possible).

- 1) Provide client information, including contact information for reference checks.
- 2) Project description.
- 3) Work scope, including services and deliverables.
- 4) Key personnel.
- 5) Contract sum.
- 6) Start and completion dates.

Section 4, Project Understanding (20 points possible).

- 1) Understanding of scope: services and deliverables.
- 2) Proposed approach.

5. Declaration (Pass/Fail)

- a. **NOTE THAT PROJECT REFERENCES WILL BE CONTACTED FOR VERIFICATION OF THE INFORMATION REPORTED. IN CASE OF CONFLICT BETWEEN THE INFORMATION REPORTED BY THE PROSPECTIVE FIRM AND THE INFORMATION PROVIDED BY THE REFERENCE, THE INFORMATION PROVIDED BY REFERENCE SHALL TAKE PRECEDENCE AND AMBIGUITIES SHALL BE RESOLVED AGAINST THE PROSPECTIVE FIRM.**
- b. **An entity wishing to use a predecessor business to satisfy experience requirements must demonstrate with written information submitted with this RFQ/RFP Qualification Submittal that it is substantially the same organization (in terms of who is managing the firm) as the predecessor business.**
- c. **By signing the Declaration of this Qualification Submittal, you agree that each individual Team member named your Team Organization Chart is subject to the University's approval, and may be replaced at University's request at any time. Any individual approved by the University cannot be replaced later without University's prior written consent.**

I, _____, hereby declare that I am the

(Printed Name)

of

(Title)

(Name of Company)

submitting this Qualification Submittal; that I am duly authorized to sign this Qualification Submittal on behalf of the above named company; and that all information set forth in this Qualification Submittal and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date.

I declare, under penalty of perjury, that the foregoing is true and correct and that this Declaration was executed in:

_____, in the State of _____,

(Name of City if within a City, otherwise Name of County)

(State)

on

(Date)

(Signature)

END OF QUALIFICATION SUBMITTAL

PROFESSIONAL SERVICES AGREEMENT

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

and

{CONSULTANT or LABORATORY NAME}

This Agreement is made on _____ between The Regents of the University of California, a California corporation, hereinafter called "University," and _____,

an individual/sole proprietor a partnership a joint venture a _____ corporation, (State of Incorporation)

holder of all necessary and applicable licenses required for the performance of the services described in this Agreement, hereinafter called "Consultant," to furnish certain services upon the following terms and conditions:

I. CONSULTANT SERVICES AND RESPONSIBILITIES

A. The Consultant shall furnish the following services:

1. Act as a consultant to the University of California, Riverside, to perform **{BRIEF DESCRIPTION OF SERVICES}** as required and authorized by the University. Under this Agreement, the consultant may perform pre-design services but in no event does this Agreement authorize the preparation of any design documents, including Schematic Design.

The University will authorize the Consultant to perform specific services by the issuance of a Written Authorization(s) on the form contained in the Exhibits. Each Written Authorization will state the specific services to be performed, the schedule for their completion, and the method of compensation in accordance with paragraph IV.

2. Furnish drawings, documents, reports, surveys, renderings, exhibits, models, prints, and photographs, and other materials as required and as authorized by the University.

{OPTIONAL: INSERT THE FOLLOWING LANGUAGE IN PSA IF CONSULTANT HAS BEEN SELECTED TO ACT AS DESIGN PROFESSIONAL INCLUDING, IF NECESSARY, ADVERTISEMENT AND INTERVIEWS/DISCUSSIONS}

B. Consultant hereby represents to the University that:

1. Consultant acknowledges that it has been selected to perform services for the Project including services as Design Professional under the Executive Design Professional Agreement (EDPA) in the Exhibits;
2. Consultant acknowledges that University have deferred negotiations on a fee for Basic Services and rate schedule for Additional Services described in the EDPA; and
3. Consultant has read and understood the EDPA in Exhibits and agrees to all of its terms and provisions.

C. If University requires the Consultant's services as Design Professional for the Project, Consultant agrees to the following:

1. Consultant will not request any modifications to those terms and provisions to the EDPA and will execute the EDPA in the form in the Exhibits; and

2. Consultant will negotiate in good faith both a fee to perform the Basic Services and a rate schedule to perform Additional Services based on its then current rate structure consistent with its normal practice and consistent with University guidelines for fees and rates for similar projects.

II. TERM

- A. *Order Period.* The period of time for issuance of written Authorizations to Perform Services (hereinafter "Order Period") shall be from _____ to _____.
- B. *Period of Performance.* The period of performance under the Agreement shall be as specified in any written Authorizations to Perform Services, or subsequent revisions thereto, issued during the Order Period. However, the period of performance shall not commence prior to the date of execution of any such written Authorization.
- C. ***University- initiated Termination***

1. If the University determines that the Consultant has failed to perform in accordance with the terms and conditions of this Agreement, the University may terminate all or part of the Agreement for cause. This termination shall become effective if the Consultant does not cure its failure to perform within 10 days (or more, if authorized in writing by the University) after receipt of a notice of intention to terminate from the University specifying the failure in performance. If a termination for cause does occur, the University shall have the right to withhold monies otherwise payable to the Consultant until the services under this Agreement are completed. If the University incurs additional costs, expenses, or other damages due to the failure of the Consultant to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted, the balance will be paid to the Consultant upon completion of the services to be provided under this Agreement. If the costs, expenses, or other damages incurred by the University exceed the amounts withheld, the Consultant shall be liable to the University for the difference.

2. University may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case University will pay Consultant for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination less any costs, expenses or other damages due to the failure of the Consultant to properly perform pursuant to the Agreement. In ascertaining the services actually rendered up to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to University or in the possession of Consultant, and to authorized Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.

- D. ***Consultant - initiated Termination***

Consultant may terminate this Agreement for cause if the University fails to cure a material default in performance within a period of 30 days, or such longer period as the Consultant may allow, after receipt from the Consultant of a written termination notice specifying the default in performance. In the event of termination for cause by the Consultant, the University will pay the Consultant in accordance with paragraph II.C.2.

III. GENERAL PROVISIONS

- A. *Independent Contractor.* The Consultant shall perform the services hereunder as an independent contractor and not as an agent or employee of the University.
- B. *Consultant Hiring.* The Consultant shall not hire any officer or employee of the University to perform any

service covered by this Agreement. If the service is to be performed in connection with a federal contract or grant, the Consultant shall not hire any employee of the United States government to perform any service covered by this Agreement.

- C. *Subconsultants.* The Consultant shall cooperate with other professionals employed by the University in the production of other work related to its services. Subject to approval by the University, the Consultant shall contract for or employ, at its expense, such professional subconsultants, as the Consultant deems necessary for the completion of the services. The Consultant may hire the services of subconsultants with University approval in place of or in addition to those employed or retained by the Consultant. The Consultant is as responsible for the performance of its subconsultants as it would be if it had rendered these services itself. Nothing in the foregoing procedure shall create any contractual relationship between the University and the professionals employed by the Consultant under the terms and conditions of this Agreement. The Consultant is solely responsible for payment of any subconsultants.
- D. *Legal and Regulatory Compliance.* The Consultant shall perform all services and prepare documents in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, and standards.
- E. *Copyright, Ownership and Use of Materials.* Consultant hereby assigns to the University all right, title, and interest, including, but not limited to, copyright and all copyright rights, in all Materials created by Consultant in its performance under this Agreement and/or delivered to the University hereunder and shall execute any documents necessary to effectuate such assignment, with the exception that Consultant hereby grants to the University an irrevocable, fully-paid up, royalty-free license to use any document provided to the University including without limitation any document known as a "detail." Consultant warrants that it has the lawful right to grant the foregoing license to the University. . In the event Consultant uses any individual who is not a full-time employee of Consultant or entity to perform any work required of it pursuant to this Agreement, Consultant shall require said individual or entity to sign an agreement containing identical wording as the foregoing with the exception that word "Consultant" is to be replaced with the individual's or entity's name. Materials constitute all written and other tangible expressions, including, but not limited to, drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, etc. All Materials furnished by the Consultant hereunder shall be and shall remain the property of the University. In the event of Agreement termination by either party for any reason, as provided under this Agreement, the University will have the right to receive, and the Consultant shall promptly provide to the University, all drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials prepared by the Consultant for the services under this Agreement. In the event of termination, and any dispute regarding the amount to be paid under this Agreement notwithstanding, the University retains the right to receive and use any such documents or materials any dispute regarding the amount to be paid under this Agreement notwithstanding. The foregoing provisions shall survive the term and termination of this Agreement.
- F. *Consultant's Accounting Records.* All books and records relating to this Agreement shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS). University or University's authorized representative shall have access to and the right to audit and the right to copy all of Consultant's books and records. Consultant records shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available); contracts; payroll records; subconsultant agreements; vendor agreements; purchase orders; leases; original estimates; estimating work sheets; correspondence; receipts; memoranda; and any other supporting evidence deemed necessary to substantiate charges under this agreement. All such books and records shall be preserved for a period of at least 3 years from the date of Final Payment under this Agreement.
- G. *Conflict of Interest.* The Consultant affirms that to the best of its knowledge there exists no actual or potential conflict between the Consultant's family, business, or financial interests (including services provided to another client) and the services provided under this Agreement, and that in the event of a

change in either the private interests or services under this Agreement, any questions regarding a possible conflict of interest that may arise as a result of this change shall be disclosed in writing to the University. The Consultant shall not be in a reporting relationship to a University employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Consultant.

- H. *Successors and Assigns.* If the Consultant transacts business as an individual, upon the Consultant's death or incapacitation, the University will automatically terminate this Agreement as of the date of such event. If so terminated, neither the Consultant nor the Consultant's estate shall have any further right to perform hereunder, and University shall pay the Consultant, or the Consultant's estate, the prorated unpaid compensation due under Article IV for any services rendered prior to this termination.

If there is more than one Consultant, and any one of them dies or becomes incapacitated, and the others continue to render the consulting services covered herein, the University will make payments to those continuing as though there had been no death or incapacitation; the University will not be obliged to take any account of the person who died or became incapacitated or to make any payment to this person or this person's estate. These provisions shall apply in the event of progressive or simultaneous occasions of death or incapacitation among any group of persons named as Consultant herein; if death or incapacitation befalls the last member of this group before the services of this Agreement are fully performed, then the rights shall be as if there had been only one Consultant.

This Agreement shall be binding upon the University and the Consultant and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, may be assigned by the Consultant without the prior written consent and approval of the University.

- I. *Information Furnished by University.* If required for the performance of the Consultant's services, the University will furnish information, surveys, reports, as-builts, and other materials at the University's expense.
- J. *Statistical Reporting.* At the commencement of performance, Consultant shall complete and submit, and require each Subconsultant who performs services under this Agreement to complete and submit, a Self-Certification on the form contained in the Exhibits. At the completion of work and prior to final payment, Consultant shall complete and submit a Final Distribution of Contract Dollars under this Agreement on the form contained in the Exhibits.
- K. *Confidentiality.* The Consultant shall use his or her best efforts to keep confidential a) any information produced or created by Consultant under this Agreement including but not limited to test results, sampling results, data, plans and reports; b) any information provided by the University and marked "Confidential Information"; or c) any oral information conveyed to the Consultant by the University and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. In the event that Consultant determines that it has a legal obligation to disclose such Confidential Information pursuant to a third party demand, Consultant shall notify the University in writing of its receipt of such demand and of Consultant's determination that it has a legal obligation to disclose Confidential Information. Consultant shall not disclose any such Confidential Information until at least ten (10) days from the date of receipt by University of Consultant's written notice. This nondisclosure provision shall not apply to any of the following:
1. Information which the Consultant can demonstrate by written records was known to him or her prior to the effective date of this Agreement;
 2. Information that is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of Consultant; or
 3. Information that is obtained lawfully from a third party

- L. *Survival*. The provisions of this Agreement which by their nature survive expiration or termination of the Agreement or Final Completion of any related Project or the performance of services under this Agreement, including any and all warranties, confidentiality, indemnities, payment obligations, and University's right to audit Consultant's books and records, shall remain in full force and effect after any expiration or termination of the Agreement or Final Completion of any related Project or the performance of services under this Agreement.
- M. *UC Fair Wage*. Consultant/Design Professional shall pay all persons providing services and/or any labor on site, including any University location, no less than UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) and shall comply with all applicable federal, state and local working condition requirements.

IV. COMPENSATION

- A. Compensation payable by University under this Agreement shall not exceed \$_____.
- B. The University will have the right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.
- C. The University will compensate the Consultant for the scope of services provided in accordance with this Agreement, computed as follows:
 - 1. For each written authorization, a maximum payment shall be established that shall not be exceeded without the prior written approval of the University.
 - 2. All fees shall be in accordance with the Consultant Rate Schedule contained in the Exhibits. Unless otherwise provided in the Consultant Rate Schedule, rates shall not be changed except in accordance with paragraph VIII.A. Alternatively, a lump-sum fee may be negotiated.
 - 3. Payments to the Consultant shall be made monthly, subsequent to the University's receipt of an invoice itemizing the fees and reimbursable expenses for each written authorization for the month invoiced.
 - a. *Invoicing for Services Performed on a Labor Hour / Time-and-Materials Basis*. Consultant must submit an itemized invoice for services rendered for each Work Authorization. The itemized invoice must include (i) fees and authorized reimbursable expenses for the month invoiced, (ii) the Contract Number of this Agreement, (iii) the Work Authorization number, (iv) the project name and number if applicable, (v) the date of services, (vi) a summary of the tasks performed with associated hours and billing rates and (vii) supporting timesheets. Payment will be subject to verification by University's Representative. *Overtime premiums* will not be allowed for exempt service professionals. Authorized overtime will be compensated at straight-time rates unless specifically provided otherwise in the Rate Schedule.
 - b. *Invoicing for Services Performed for an Established Lump-Sum Fee*. Consultant will invoice University for authorized services performed for an established Lump-Sum Fee. A lump-sum invoice may be submitted upon completion of the authorized work. If monthly billings are requested, Consultant shall submit a proposed monthly billing schedule for University's approval. Proposed monthly billings must relate to the percentage of work performed each month in proportion to the total Work Authorization amount. Payments will not be made that exceed the value of work performed during the billing period. Each invoice must include (1) the fee for the month invoiced, (ii) the Contract Number of this Agreement, (iii) the Work Authorization number, (iv) the project name and number if applicable, (v) the dates of services

or a copy of the approved billing schedule, and (vi) a summary of the tasks performed. The amount invoiced will be subject to verification by University's Authorized Representative. All overtime premiums, reimbursable expenses except as mutually agreed per IV.C.4., and project related overhead or administrative expenses are Consultant's responsibility and are considered included in the lump-sum fee.

- c. Invoices shall be sent to the following address:

UCR Planning, Design & Construction
1223 University Avenue, Suite 240
Riverside, CA 92507

or

pdcinvoice@ucr.edu

4. When provided in a written Work Authorization as mutually agreed between Consultant and University, reimbursable expenses will be paid in addition to the fees for Services under this Agreement; otherwise, Consultant is responsible for all other operating expenses, overhead and administrative costs that are considered included in the rates in the Consultant's Rate Schedule contained in the Exhibits. Reimbursable expenses are actual expenditures made by the Consultant and the Consultant's employees and subconsultants in accordance with the "Reimbursement Schedule" contained in the Exhibits. All expenses must be itemized, justified, and supported with receipts to University's reasonable satisfaction. All expenses must fall within the established applicable not-to-exceed Work Authorization amount.
5. Payment Terms. Properly submitted invoices will be paid on a net-30 day basis. Invoices that do not conform to the requirements of this Agreement will be returned to Consultant for revision and/or supporting documents. Properly revised invoices will be paid net-30 days.
- a. Payments will not be made for services performed in advance of the Work Authorization effective date unless such advanced services are specifically authorized in the applicable Work Authorization. For each Work Authorization, the maximum payment shall not exceed the established Work Authorization amount without University's prior signed written approval.
- b. If University fails to pay undisputed amounts within 45 days of invoice receipt, Consultant may submit a written payment demand. If University fails to cure the requested payment demand within 7 calendar days from receipt, Consultant may suspend work under this Agreement until such undisputed payments are made. Any payment issues must be brought to the immediate attention of University's Director of Contracts Administration for resolution.
6. Consultant must complete and sign an IRS Form W-9, and send it to the above address for invoices.

V. INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION

1. Consultant shall indemnify, defend, and hold harmless University and its Regents, officers, employees, agents, and representatives (collectively, "Indemnitee"), against all liability, demands, claims, costs, damages, injury including death, settlements, and expenses (including without limitation, interest and penalties) incurred by Indemnitee ("Losses") arising out of the performance of services or Consultants other obligations under this Agreement, but only in proportion to and to the extent such Losses are caused by or result from (1) the negligent acts or omissions of Consultant, its officers, agents, employees, subcontractors, subconsultants, or any person or entity

for whom Consultant is responsible (collectively, "Indemnitor"); (2) the breach by Indemnitor of any of the provisions of this Agreement; or (3) willful misconduct by Indemnitor.

2. The indemnification obligations under this Article V shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the Losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. The obligation to defend shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Indemnitor's reasonable defense costs (including attorney and expert fees) incurred in providing a defense for Indemnitees shall be reimbursed by University except to the extent such defense costs arise, under principles of comparative fault, from Indemnitor's (a) negligent acts or omissions; (b) breach of any of the provisions of this Agreement; or (c) willful misconduct.
3. Consultant shall indemnify, defend, and save harmless Indemnitee from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorney fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark or any other proprietary right of any person or entity in consequence of the use by Indemnitee of any documents (including any method, process, product, concept specified or depicted) supplied by Indemnitor in the performance of this Agreement.
4. Nothing in this Agreement, including the provisions of this Article V, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

B. INSURANCE

1. Insurance Requirements. Consultant, at Consultant's sole cost and expense, shall insure its activities in connection with this Agreement, and shall obtain, keep in force, and maintain insurance as listed below. The coverages required under paragraph V.B. shall not in any way limit the liability of the Consultant.
 - a. Commercial Form General Liability Insurance with coverage and minimum limits as follows:

i.	Each occurrence	\$1,000,000
ii.	Products Completed; Operations Aggregate	\$1,000,000
iii.	Personal and Advertising Injury	\$1,000,000
iv.	General Aggregate	\$2,000,000
 - b. Business Automobile Liability Insurance for owned, scheduled, non-owned, and hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.
 - c. Professional Liability Insurance, with minimum limits of \$1,000,000 per claim and \$2,000,000 in the aggregate.
 - d. If the above insurance (subparagraphs V.B.1.a – V.B.1.c) is written on a claims-made basis, it shall be maintained continuously for a period of no less than 3 years after the date of Final Completion of the services authorized pursuant to each Written Authorization executed. The insurance shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement and shall include, without limitation, coverage for professional services as called for in this Agreement.

Insurance required by subparagraphs V.B.1.a-V.B.1.c shall be (i) issued by companies that have a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's).

- e. Workers' Compensation and Employer's Liability Insurance as follows:
 - i. Worker's Compensation: as required by Federal and State of California law.
 - ii. Employer's Liability: Each Employee \$1,000,000
 Each Accident \$1,000,000
 Policy Limit \$1,000,000
 - iii. Insurance required by this subparagraph V.B.1.e shall be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) that are acceptable to the University.
- f. Consultant, upon the execution of this Agreement, shall furnish University with Certificate of Insurance evidencing compliance with this Article V., including the following requirements:
 - i. Consultant shall have the insurance company complete University's Certificate of Insurance on the form contained in the Exhibits. If Consultant's insurance company refuses to use the University's Certificate of Insurance form, it must provide a Certificate of Insurance (and endorsements, if needed) evidencing compliance with Paragraph V.B. and Special Provisions 1 through 3 on the Certificate of Insurance Exhibit. It alone constitutes evidence of insurance.
 - ii. If insurance policies are canceled for non-payment, University reserves the right to maintain policies in effect by continuing to make the policy payments and assessing the cost of so maintaining the policies against Consultant.
 - iii. University, University's officers, agents, employees, consultants, University's Representative, and University's Representative's consultants, regardless of whether or not identified in the Contract Documents or to Consultant in writing, will be included as additional insureds on Consultant's general liability policy for and relating to the Work to be performed by Consultant and Subcontractors. Consultant's general liability insurance policy shall name University as an additional insured pursuant to additional insured endorsement CG2010 (11/85) or a combination of both CG 2010 (10/01 or 07/04) and CG 2037 (10/01 or 07/04). The General Liability coverage shall contain a Severability of Interest provision and shall be primary insurance as respects The Regents of the University of California, its officers, agents and employees. Any insurance or self-insurance maintained by The Regents of the University of California shall be excess of and non-contributory with this insurance. This requirement shall not apply to Worker's Compensation and Employer's Liability Insurance. The Professional Liability insurance policy shall include Contractual Liability Coverage or endorsements to the insurance policies for Contractual Liability Coverage for liability that would exist in the absence of the contract.

- iv. The General Liability and the Professional Liability insurance policies shall apply to the negligent acts, or omissions of Consultant, its officers, agents, employees, and for Consultant's legal responsibility for the negligent acts or omissions of its subconsultants and anyone directly or indirectly under the control, supervision, or employ of Consultant or Consultant's subconsultants.

VI. STATUTORY AND OTHER REQUIREMENTS

A. NONDISCRIMINATION

1. In connection with the performance of the Consultant pursuant to this Agreement, the Consultant shall provide equal treatment to, and shall not willfully discriminate against or allow harassment of any employee or applicant for employment on the basis of: race; color; religion; sex; age; ancestry; national origin; sexual orientation; physical or mental disability; veteran's status; medical condition (as defined in Section 12926 of the State of California Government Code and including cancer-related medical conditions and or genetic characteristics); genetic information (as defined in the Genetic Information Nondiscrimination Act of 2008 and including family medical history); marital status; gender identity, pregnancy, or citizenship (within the limits imposed by law or University's policy) or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994). Contractor will also take affirmative action to ensure that any such employee or applicant for employment is not discriminated against on any of the bases identified above. Such equal treatment shall apply, but not be limited to the following: employment; upgrade; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant also agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that qualified applicants will receive consideration for employment without regard to: race; color; religion; sex; age; ancestry; national origin; sexual orientation; physical or mental disability; veteran's status; medical condition (as defined in Section 12926 of the State of California Government Code and including cancer-related medical conditions and or genetic characteristics); genetic information (as defined in the Genetic Information Nondiscrimination Act of 2008 and including family medical history); marital status; gender identity, pregnancy, or citizenship (within the limits imposed by law or University's policy) or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994). For purposes of this provision: (1) "Pregnancy" includes pregnancy, childbirth, and medical conditions related to pregnancy and childbirth; and (2) "Service in the uniformed services" includes membership, application for membership, performance of service, application for service, or obligation for service in the uniformed services.

B. PREVAILING WAGE RATES

1. For purposes of this Article, the term subcontractor or subconsultant shall not include suppliers, manufacturers, or distributors.
2. Consultant shall comply and shall ensure that all Subcontractors comply with prevailing wage law pursuant to the State of California Labor Code, including but not limited to Sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6 of the State of California Labor Code. Compliance with these sections is required by this Contract. The Work under this Contract is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. References to Covered Services hereinafter shall mean services performed pursuant to this Agreement that are covered by the aforementioned provisions as implemented by the State of California Department of Industrial Relations.

3. The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code for each craft, classification, or type of worker required to perform the Covered Services hereunder. A schedule of the general prevailing per diem wage rates will be on file at University's principal facility office and will be made available to any interested party upon request. By this reference, such schedule is made part of this Agreement. Consultant shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Consultant in the execution of the Covered Services hereunder. Consultant shall cause all subcontracts or subconsultant agreements to include the provision that all subcontractors or subconsultants shall pay not less than the prevailing wage rates to all workers employed by such subcontractor or subconsultants in the execution of the Covered Services hereunder. Consultant shall forfeit to University, as a penalty, not more than \$200 for each calendar day, or portion thereof, for each worker that is paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Covered Services hereunder performed by Consultant or any subcontractor or subconsultant. The amount of this penalty shall be determined by the Labor Commissioner pursuant to applicable law. Such forfeiture amounts may be deducted from the Consultant fee. Consultant shall also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Covered Services hereunder, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

C. PAYROLL RECORDS

1. Consultant and all subcontractors or subconsultants shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journey person, apprentice, or other employee employed in connection with the Covered Services hereunder. All payroll records shall be certified as being true and correct by Consultant or subcontractors or subconsultants keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of Consultant on the following basis:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records shall be made available for inspection upon request to University, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.
 - c. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either University, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of Consultant or subcontractors or subconsultants. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by University shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Consultant awarded the Agreement or performing the Agreement shall not be marked or obliterated.

2. Consultant shall file a certified copy of the payroll records with the entity that requested the records within 10 days after receipt of a written request. Consultant shall inform University of the location of such payroll records for the written authorization, including the street address, city, and county; and Consultant shall, within 5 working days, provide notice of change of location of such records. In the event of noncompliance with the requirements of this Paragraph or with the State of California Labor Code Section 1776, Consultant shall have 10 days in which to comply following receipt of notice specifying in what respects Consultant must comply. Should noncompliance still be evident after the 10-day period, Consultant shall forfeit to University, as a penalty, \$100 for each day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the Consultant fee.

D. APPRENTICES

1. Only apprentices, as defined in the State of California Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the State of California Labor Code, are eligible to be employed by Consultant and subcontractors or subconsultants as apprentices for the Covered Services hereunder. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training and in accordance with prevailing wage law pursuant to the Labor Code, including but not limited to Section 1777.5. The Consultant bears responsibility for compliance with this section for all apprenticeable occupations.
2. Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only for the Covered Services hereunder in the craft or trade to which the apprentice is indentured.
3. When Consultant or subcontractors or subconsultants employ workers in any apprenticeship craft or trade for the Covered Services hereunder, Consultant or subcontractors or subconsultants shall apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code, for a certificate approving Consultant or subcontractors or subconsultants under the apprenticeship standards for the employment and training of apprentices in the locality so identified. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeypersons who shall be employed in the craft or trade on the Covered Services hereunder. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than 1 hour of apprentice work for every 5 hours of journeyperson work, except as permitted by law. Consultant or subcontractors or subconsultants shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeypersons fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.
4. "Apprenticeship craft or trade," as used in this Paragraph, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.
5. If Consultant or subcontractors or subconsultants employ journeypersons or apprentices in any apprenticeship craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code, and there exists a fund for assisting to allay the cost of the apprenticeship

program in the trade or craft, to which fund or funds other contractors in the locality so identified are contributing, Consultant and subcontractors or subconsultants shall contribute to the fund or funds in each craft or trade in which they employ journeypersons or apprentices on the Covered Services hereunder in the same amount or upon the same basis and in the same manner done by the other contractors. Consultant may include the amount of such contributions in computing its compensation under the Agreement; but if Consultant fails to do so, it shall not be entitled to any additional compensation therefore from University.

6. In the event Consultant willfully fails to comply with this Paragraph VI.D, it will be considered in violation of the requirements of the Agreement.
7. Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by Consultant or subcontractors or subconsultants of journeyperson trainees who may receive on-the-job training to enable them to achieve journeyperson status in any craft or trade under standards other than those set forth for apprentices.

E. WORK DAY

1. Consultant shall not permit any worker providing Covered Services to labor more than 8 hours during any 1 day or more than 40 hours during any 1 calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. Consultant shall forfeit to University, as a penalty, \$25 for each worker employed in the execution of this Agreement by Consultant, or any subcontractors or subconsultant, for each day during which such worker is required or permitted to work providing Covered Services more than 8 hours in any 1 day and 40 hours in any 1 calendar week in violation of the terms of this Paragraph or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the compensation otherwise due under this Agreement. Consultant and each subcontractor or subconsultant shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed under this Agreement, which record shall be kept open at all reasonable hours to the inspection of University, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

F. PATIENT HEALTH INFORMATION

1. Consultant acknowledges that its employees, agents, subcontractors, consultants and others acting on its behalf may come into contact with Patient Health Information ("PHI") while performing work at the Project Site. This contact is most likely rare and brief (e.g. walking through a clinic where patient files may be visible, overhearing conversations between physicians while working or touring a hospital, noticing a relative or acquaintance receiving treatment in a University facility, etc.). Consultant shall immediately notify University Representative of any such contact. Any and all forms of PHI should not be examined closer, copied, photographed, recorded in any manner, distributed or shared. Consultant will adopt procedures to ensure that its employees, agents and subcontractors refrain from such activity. If Consultant, its employees, agents or subcontractors do further examine, copy, photograph, record in any manner, distribute or share this information, Consultant will report such actions immediately to the University Representative. Consultant will immediately take all steps necessary to stop any such actions and will ensure that no further violations of this contractual responsibility will occur. Consultant will report to University Representative within five (5) days after Consultant gives University Representative notice of the event/action of the steps taken to prevent future occurrences.

VII. NOTICES

- A. *University.* Any notice may be served upon the University by delivering it, in writing, to the University at the address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the University at the aforementioned address, or by sending a facsimile of it to the University facsimile number set forth on the last page of this Agreement.
- B. *Consultant.* Any notice may be served upon the Consultant by delivering it, in writing, to the Consultant at the address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the Consultant at this address, or by sending a facsimile of it to the Consultant facsimile number set forth on the last page of this Agreement.

VIII. AUTHORITY OF AGREEMENT

- A. This Agreement represents the entire and integrated agreement between the University and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only by a written instrument signed by both the University and the Consultant and the written instrument shall be an Amendment on the form contained in the Exhibits.
- B. This Agreement includes the following Exhibits attached herewith:

- Amendment
- Certificate of Insurance
- Final Distribution of Contract Dollars
- Rate Schedule
- Reimbursement Schedule
- Self-Certification
- Work Authorization
- Reference RFQ/RFP Documents
- Executive Design Professional Agreement

IN WITNESS WHEREOF, the UNIVERSITY and the CONSULTANT have executed this Agreement on the **{DAY}** day of **{MONTH}**, **{YEAR}**

CONSULTANT:

(Name of Company)

By: _____
(Signature & Date)

(License Number, if applicable)

(Print Name & Title)

(Employer ID Number)

Address: _____

Telephone Number(s): _____

Facsimile Number: _____

Recommended:

By: University's Representative

Funds Sufficient:

By: Financial Administrative Officer

(Signature & Date)

(Signature & Date)

Name
Title

Planning, Design & Construction
(Print Name & Title)

Susan McFadden
Senior Financial Analyst

Planning, Design & Construction
(Print Name & Title)

UNIVERSITY:

By: The Regents of the University of California
University of California, Riverside

(Signature & Date)

Account No.: _____

Activity Code: _____

Fund: _____

Function: _____

Cost Center: _____

Project Code: _____

Drew Hecht, Architect
Director of Project Management

Planning, Design & Construction
(Print Name & Title)

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Planning, Design & Construction
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